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## UNITED STATES BANKRUPTCY COURT

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EASTERN DISTRICT OF CALIFORNIA

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In re: ) Case No. 07-28527-D-13L  
 ) Docket Control No. FEC-6  
7 MARIA M. ANGWIN, )  
 ) Date: December 15, 2009  
8 Debtor. ) Time: 1:00 p.m.  
 ) Dept: D

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MEMORANDUM DECISION

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This memorandum decision is not approved for publication and may not be cited except when relevant under the doctrine of law of the case or the rules of claim preclusion or issue preclusion.

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Maria M. Angwin (the "debtor") has objected to a series of claims of B-Real LLC ("B-Real"), Claim Nos. 4, 7, 10, and 13, as designated on the court's claims register. (As discussed below, all four claims are for the same debt; each proof of claim merely amends the prior one.) For the reasons set forth below, the court will overrule the objection.

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I. INTRODUCTION

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The debtor filed her Chapter 13 petition on October 12, 2007. In her F-Schedule, the Debtor listed a debt of \$2,082.12 to Chase Credit Cards.

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On January 29, 2008, B-Real filed a timely proof of claim for \$2,082.12, Claim No. 4, and on June 22, 2008, an amended proof of claim, Claim No. 7, for the same amount but with additional documents attached.

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On April 17, 2009, the debtor filed an objection to Claim Nos. 4 and 7. On May 18, 2009, B-Real filed another amended

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UNITED STATES BANKRUPTCY COURT  
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1 claim, Claim No. 10, adding more documents. On May 28, 2009, the  
2 objection having been rendered moot by the May 18 proof of claim,  
3 the debtor withdrew her objection to Claim Nos. 4 and 7.

4 On August 21, 2009, the debtor filed an objection to Claim  
5 No. 10. On October 27, 2009, after that objection had been fully  
6 briefed, B-Real filed another amended claim, Claim No. 13, for  
7 the same amount but with yet more documentation attached. Claim  
8 No. 13 technically rendered moot the debtor's objection to Claim  
9 No. 10. In order to circumvent the additional expense and delay  
10 of withdrawing one objection and filing another, the parties by  
11 stipulation filed November 30, 2009, agreed that the court may  
12 rule on the debtor's objection to Claim Nos. 4, 7, 10 and 13, and  
13 that the ruling will be with prejudice.

14 II. ANALYSIS

15 This court has jurisdiction over the objection pursuant to  
16 28 U.S.C. §§ 1334(b) and 157(b)(1).<sup>1</sup> The objection is a core  
17 proceeding under 28 U.S.C. § 157(b)(2)(B).

18 A proof of claim is deemed allowed unless objected to,  
19 § 502(a), and if executed and filed according to applicable  
20 rules, constitutes prima facie evidence of its validity and  
21 amount. Rule 3001(f). If the allegations in a proof of claim  
22 "set forth all the necessary facts to establish a claim and are  
23 not self-contradictory, they prima facie establish the claim."  
24 In re Holm, 931 F.2d 620, 623 (9th Cir. 1991). A proof of claim  
25 lacking documentation does not qualify for the evidentiary

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28 1. Unless otherwise indicated, all Code, chapter, section and  
Rule references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532,  
and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037.

1 benefit of Rule 3001(f), but that by itself is not a basis to  
2 disallow the claim. See In re Heath, 331 B.R. 424 (B.A.P. 9th  
3 Cir. 2005) (credit card claims).

4 The objecting party may overcome the presumptive validity of  
5 a proof of claim only by offering evidence of equally probative  
6 value in rebutting the evidence offered by the proof of claim.

7 Ashford v. Consolidated Pioneer Mortgage (In re Consolidated  
8 Pioneer Mortgage), 178 B.R. 222, 226-27 (BAP 9th Cir. 1995).

9 With such an objection, the burden shifts back to the claimant to  
10 produce evidence meeting the objection and establishing the claim  
11 by a preponderance of the evidence. Consolidated Pioneer, 178  
12 B.R. at 226, quoting In re Allegheny Internat'l, Inc., 954 F.2d  
13 167, 173-74 (3d Cir. 1992).

14 In this case, the proof of claim states the elements  
15 necessary to establish a claim for money. It states the amount  
16 allegedly owed, the basis for the claim (credit card), and the  
17 last four digits of the account number. Amended versions of the  
18 proof of claim include as attachments one-page documents entitled  
19 (1) Bill of Sale, purportedly from Chase Bank USA, N.A. to B-  
20 Line, LLC, and (2) Assignment of Accounts and Waiver of Notice of  
21 Transfer of Claims, purportedly from B-Line, LLC to B-Real, LLC  
22 (Claim No. 7), and a series of credit card statements apparently  
23 from Chase Bank to the debtor as cardholder (Claim No. 10). The  
24 bill of sale purportedly evidences B-Line's purchase from Chase  
25 of a block of accounts, apparently 7,888 of them, having unpaid  
balances totaling over \$56 million.

27 The copies of the bill of sale and the assignment of  
28 accounts attached to Claim Nos. 7 and 10 are without foundation

1 or authentication. As against admissible evidence tending to  
2 refute the presumption, these documents would be inadmissible;  
3 however, they are sufficient to raise the presumption of validity  
4 for B-Real's claim, pursuant to Rule 3001(f), and to shift the  
5 burden of proof to the debtor.

6 To support her objection, the debtor testifies that although  
7 she owed Chase Bank \$2,082.12 on account of a credit card account  
8 with the same last four digits as those on B-Real's proof of  
9 claim, she does not know for sure that either B-Line or B-Real  
10 now owns her debt to Chase. She points out that the bill of sale  
11 and assignment of accounts refer to an attached "Exhibit '1'" and  
12 an attached "Schedule A," respectively, but that the exhibit and  
13 schedule are not attached to the copies filed with the proofs of  
14 claim. The debtor adds:

15 I have never incurred a debt to B-Line, LLC or to B-  
16 Real, LLC. I have never done business directly with  
17 either of these companies and owe no debt to them,  
18 unless it is a debt assigned from another creditor. To  
19 my recollection, I have never been notified by Chase of  
20 the sale or assignment of either of these debts to  
anyone, except Mann Bracken. Other than reading the  
documents that B-Real has filed in the bankruptcy, I  
have no information that these debts were ever sold or  
assigned from either Chase or Mann Bracken to B-Line or  
B-Real.

21 Supplemental Declaration of Maria Angwin in Support of Objection  
22 of Debtor to Claims of B-Real LLC, Filed May 18, 2009, Claims  
23 Number 9 and 10, \$2,082.12 and \$11,789.02 [FRBP 3007; LBR 3007-  
24 1], filed October 14, 2009 ("Angwin Declaration"), p. 3.<sup>2</sup>

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26 2. The other debt to which the debtor refers is the subject  
27 of B-Real's Claim Nos. 5, 8, 9, 11, and 12, which in turn are the  
subject of a separate memorandum decision and order, filed  
herewith. According to the debtor, Mann Bracken, LLC, is an entity  
28 to which Chase had turned over her second debt for collection.

1        This testimony sufficiently rebuts the evidence offered by  
2 the proof of claim to shift the burden back to B-Real to produce  
3 evidence to prove the validity of its claim. In this regard, the  
4 court notes again that the copies of the bill of sale and  
5 assignment of accounts filed with Claim Nos. 7 and 10 are  
6 unauthenticated and therefore inadmissible.

7        In response to the objection, B-Real filed Claim No. 13,  
8 which includes an affidavit of Steven G. Kane, an operations  
9 manager for B-Line, LLC. Mr. Kane testifies that in January  
10 2008, Chase assigned "several credit card accounts to B-Line,"<sup>3</sup>  
11 which in turn assigned them to B-Real. He adds that the Chase  
12 accounts owed by the debtor, which Mr. Kane identifies by account  
13 number and balance, "are part of the accounts that were assigned  
14 to B-Real in January 2008." Id., ¶5. He refers to the attached  
15 assignment of accounts and redacted computer file printouts as  
16 pertaining to the debtor's accounts. Id.

17       The Kane affidavit sufficiently connects the dots between  
18 Chase and B-Real insofar as the claims against the debtor are  
19 concerned, and establishes B-Real's ownership of the claims by a  
20 preponderance of the evidence.

21                          III. CONCLUSION

22        For the reasons set forth above, the court will overrule the  
23 debtor's objection to the claim. The court will issue an order  
24 consistent with this memorandum.

25 Dated: December 23, 2009

  
ROBERT S. BARDWIL  
United States Bankruptcy Judge

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28        3. Affidavit of Steven G. Kane, attached to Claim No. 13,  
          filed October 27, 2009, ¶4.

**CERTIFICATE OF MAILING**

I, Andrea Lovgren, in the performance of my duties as Deputy Clerk to the Honorable Robert S. Bardwil, mailed by ordinary mail a true copy of the attached document on today's date to each of the parties listed below:

Lawrence Loheit  
P.O. Box 1858  
Sacramento, CA 95812-1852

Maria Angwin  
3358 Landmark Court  
Redding, CA 96003

Fredrick Clement  
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Linh Tran  
2101 Fourth Avenue, Suite 900  
Seattle, WA 98121

DATE: DEC 23 2009

  
\_\_\_\_\_  
Deputy Clerk